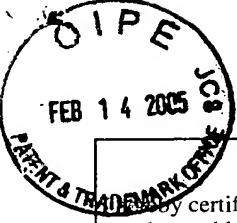


1PW



CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date appearing below.

ELI LILLY AND COMPANY

By Linda M. Dunbar Date February 9, 2005

PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	Stephen Kingsmore, et al.)	
)	
Serial No.:	10/759,216)	
)	Group Art Unit:
Filed: -	January 20, 2004)	1645
)	
For:	Biomarkers for Sepsis)	
)	
Docket No.:	X-17064)	

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Thomas E. LaGrandeur, am a Patent Attorney, Eli Lilly and Company. Pursuant to the authority granted to me by Douglas K. Norman, Deputy General Counsel and General Patent Counsel of Eli Lilly and Company, in a document dated October 28, 2004 (a copy of which is attached as Appendix B) I am authorized to sign this Power of Attorney by Assignee of Entire Interest (Revocation of Prior Powers) on behalf of Eli Lilly and Company which is the Assignee of the Entire Interest of the above-identified patent. Assignee is concurrently requesting recording of assignment documents for the above-identified patent.

The Assignee hereby revokes all powers of attorney previously given, and hereby appoints practioners associated with the Customer Number 25885 to prosecute and transact all business in the Patent and Trademark Office connected with the above-identified patent.

Please send correspondence in connection with this application to:

Eli Lilly and Company
Patent Division
P.O. Box 6288
Indianapolis, Indiana 46206-6288.

Serial No. 10/759,216

ASSIGNMENT

[] Recorded in PTO on _____
Reel _____
Frame _____

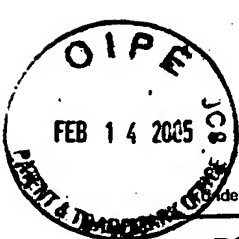
[X] Assignment being submitted separately

ELI LILLY AND COMPANY

By: Thomas E. LaGrandeur
Thomas E. LaGrandeur
Patent Attorney
Registration No. 51,026

Eli Lilly and Company
Patent Division/TEL
P.O. Box 6288
Indianapolis, Indiana 46206-6288

Feb. 8, 2005



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

☒ Practitioners associated with the Customer Number:

25885

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Assignee Name and Address:

Eli Lilly and Company
Patent Division
PO Box 6288
Indianapolis, Indiana 46206-6288

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Douglas K. Norman	Date	10 August 2004
Signature	<i>Douglas K. Norman</i>	Telephone	317-433-1651
Title	Deputy General Counsel, General Patent Counsel		

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



CERTIFICATE UNDER 37 CFR 3.73(b)

Applicant: Stephen Kingsmore, et al.

Application No.: 10/759,216

Filed: January 20, 2004

Entitled: BioMarkers For Sepsis

Eli Lilly And Company, a CORPORATION

(Name of Assignee)

(Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above.

☐ The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame.

☐ The assignment is being submitted separately for recordation; a copy of this assignment is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Stephen F. Kingsmore To: Molecular Staging Inc.
The document was recorded in the Patent and Trademark Office at
Reel 015466, Frame 0368, or for which a copy thereof is attached.
2. From: Serguei LeJnine To: Molecular Staging Inc.
The document was recorded in the Patent and Trademark Office at
Reel 015466, Frame 0368, or for which a copy thereof is attached.
3. From: Mark Driscoll To: Molecular Staging Inc.
The document was recorded in the Patent and Trademark Office at
Reel 015466, Frame 0368, or for which a copy thereof is attached.
4. From: Velizar T. Tchernev To: Molecular Staging Inc.
The document was recorded in the Patent and Trademark Office at
Reel 015466, Frame 0368, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are "Assignment and Waiver Agreement between Molecular Staging Inc. and Eli Lilly And Company".

☒ A Copy of the Assignment and Waiver Agreement in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Feb. 8, 2005
Date

Thomas E. LaGrandeur
Thomas E. LaGrandeur
Patent Attorney

ASSIGNMENT AND WAIVER AGREEMENT

This ASSIGNMENT AND WAIVER AGREEMENT (this "Agreement") is made as of December 10, 2004, by and between MOLECULAR STAGING INC. ("MSI") and LILLY RESEARCH LABORATORIES, a division of Eli Lilly & Co. ("LILLY"). MSI together with LILLY are sometimes referred to herein as the "Parties" and each, individually, as a "Party".

WITNESSETH:

WHEREAS, MSI and LILLY have entered into (i) that certain Biomarker Discovery Collaboration Agreement, dated as of December 11, 2002 (as amended by the letter agreement dated September 19, 2003, the "Sepsis Agreement") and (ii) that certain Biomarker Discovery Collaboration Agreement, dated as of October 23, 2003 (the "Diabetes Agreement" and together with the Sepsis Agreement, the "Agreements"), pursuant to which the Parties have certain rights and obligations that survived the termination thereof; and

WHEREAS, MSI has agreed to waive certain interests and assign its rights and obligations under the Biomarker Agreements to LILLY, and LILLY has agreed to assume such rights and obligations, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Effective Date. This Agreement shall become effective as of the date hereof (the "Effective Date"), only upon the completion of a non-refundable purchase by LILLY, from QIAGEN GmbH, a German Gesellschaft mit beschränkter Haftung, of \$50,000 of Repli-g Whole Genome Amplification kits, provided such transaction is completed on or prior to December 10, 2004.

2. Assignment. MSI hereby assigns to LILLY, its successors and assigns the entire right, title and interest in, to and under MSI's portfolio of patent applications and other intellectual property rights arising from work done pursuant to the Agreements by MSI as set forth in Appendix A (the "IP"), including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country; all of the above to be held and enjoyed by LILLY for its own use and enjoyment to the full end of the term or terms for which such IP rights may be granted.

3. Waiver. As of the Effective Date, MSI hereby waives all of its existing and future rights to any payments due pursuant to Section 8.1 of the Sepsis Agreement.

4. Release. As of the Effective Date, MSI shall, without further act or instrument, be released and discharged from any remaining obligations set forth in the Biomarker Agreements except those relating to confidentiality, publicity, publications and indemnification.

5. Representations & Warranties. MSI makes no representations or warranties of any kind with respect to this Agreement or the rights and obligations assigned or waived hereby except as follows:

(a) MSI hereby represents that it has all ownership rights in the IP and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

6. Further Assurances. MSI further covenants and agrees with LILLY that upon request, and at the expense of LILLY, MSI will, without further consideration than that now paid, aid LILLY in: (i) executing documents relating to the IP; (ii) communicating to Lilly any facts known relating to such inventions or the history thereof; (iii) aid, to the extent commercially reasonable, in proceedings relating to the IP; (iv) executing and delivering any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which may be necessary in the reasonable judgment of LILLY to carry out more effectively the provisions and purposes of this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the matters stated herein and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

8. Amendments. This Agreement may not be amended or modified unless such amendment or modification shall be in writing and signed by the Party against whom enforcement is sought.

9. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

MOLECULAR STAGING INC.

By: 

Name: Peter A. Fuller, Ph.D.

Title: Senior Vice President, Business Development

LILLY RESEARCH LABORATORIES

By: 

Name: Steven M. Paul, M.D.

Title: Executive Vice President

AVK

Appendix A

Intellectual Property

<u>Title</u>	<u>Inventors</u>	<u>Application No.</u>	<u>Filed</u>
Biomarkers for Sepsis	Kingsmore, Leinine Driscoll, Tchernev	10/759,216	01/20/04